

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Ms. Olga Shapiro

dba PACIFIC OIL COMPANY

19528 Ventura Boulevard,

Suite 388

Tarzana, CA 91356

EPA ID NO. CAD 983615501

Respondent.

Docket HWCA 01/02-3050

STIPULATION AND ORDER

Health and Safety Code

Section 25187

The State Department of Toxic Substances Control
(Department) and Ms. Olga Shapiro dba PACIFIC OIL COMPANY
(Respondent) enter into this Stipulation and Order (Order) and
agree as follows:

1. A dispute exists regarding the Enforcement Order
issued by the Department on July 24, 2002. (Attached as Exhibit
1.)

2. The parties wish to avoid the expense of further
litigation and to ensure continued compliance, including without
limitation, the Schedule for Compliance below.

3. Jurisdiction exists pursuant to Health and Safety
Code section 25187.

4. Respondent waives any right to a hearing in this
matter.

5. This Order shall constitute full settlement of the
violations alleged in the Enforcement Order, but does not limit
the Department from taking appropriate enforcement action
concerning other violations.

6. The Respondent neither admits nor denies any of the
violations alleged.

SCHEDULE FOR COMPLIANCE

7. Respondent shall comply with the following:

7.1. Effective immediately, Respondent shall not store
hazardous waste, in excess of the 10 days allowed under the
transfer facility exemption (California Code of Regulations,
title 22, section 66263.18), unless it first applies and obtains
the proper permit from the Department.

7.1.2. Effective immediately, Respondent shall only
deliver hazardous waste, including used oil mixed with a
contaminated petroleum product, to a hazardous waste facility
authorized to accept such waste.

7.2. Submittals: All submittals from Respondent
pursuant to this Order shall be sent to:

Robert Kou, Unit Chief
Southern California Branch
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

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1 7.3. Communications: All approvals and decisions of
2 the Department made regarding such submittals and notifications
3 shall be communicated to Respondent in writing by a Branch Chief
4 Department of Toxic Substances Control, or his/her designee. No
5 informal advice, guidance, suggestions, or comments by the
6 Department regarding reports, plans, specifications, schedules,
7 or any other writings by Respondent shall be construed to relieve
8 Respondent of its obligation to obtain such formal approvals as
9 may be required.

10 7.4. Department Review and Approval: If the
11 Department determines that any report, plan, schedule, or other
12 document submitted for approval pursuant to this Order fails to
13 comply with the Order or fails to protect public health or safety
14 or the environment, the Department may:

15 a. Modify the document as deemed necessary and approve
16 the document as modified; or

17 b. Return the document to Respondent with recommended
18 changes and a date by which Respondent must submit to the
19 Department a revised document incorporating the recommended
20 changes.

21 7.5. Compliance with Applicable Laws: Respondent
22 shall carry out this Order in compliance with all local, State,
23 and federal requirements, including but not limited to
24 requirements to obtain permits and to assure worker safety.

25 7.6. Endangerment during Implementation: In the event
26 that the Department determines that any circumstances or activity
27 (whether or not pursued in compliance with this Order) are
28 creating an imminent or substantial endangerment to the health or

welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

7.7. Liability: Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Order. Notwithstanding compliance with the terms of this Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

7.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling

and monitoring data, in any way pertaining to work undertaken pursuant to this Order.

7.9. Sampling, Data, and Document Availability:

Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Order.

Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order.

All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Order.

7.10. Government Liabilities: The State of California

shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 9.3 in carrying out activities pursuant to this Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to

1 this Order.

2 7.11. Incorporation of Plans and Reports: All plans,
3 schedules, and reports that require Department approval and are
4 submitted by Respondent pursuant to this Order are incorporated
5 in this Order upon approval by the Department.

6 7.12. Extension Requests: If Respondent is unable to
7 perform any activity or submit any document within the time
8 required under this Order, the Respondent may, prior to
9 expiration of the time, request an extension of time in writing.
10 The extension request shall include a justification for the
11 delay.

12 7.13. Extension Approvals: If the Department
13 determines that good cause exists for an extension, it will grant
14 the request and specify in writing a new compliance schedule.

15 PAYMENTS

16 8.1 Respondent shall pay the Department a total of
17 \$21,000 as a penalty. The payments shall be paid in one (1)
18 installment of \$1,000 and ten (10) quarterly installments of
19 \$2,000. The first installment in the amount of \$1,000 is due and
20 payable on December 1, 2003. The ten (10) quarterly installments
21 of \$2,000 each are due and payable as follows: on March 1, 2004;
22 June 1, 2004; September 1, 2004; December 1, 2004; March 1, 2005;
23 June 1, 2005; September 1, 2005; December 1, 2005; March 1, 2006;
24 and June 1, 2006. Any installment payment that is received by
25 the Department more than 15 days after it is due will be subject
26 to a \$250 penalty, such penalty shall be paid by Respondent no
27 later than the due date of the next installment payment. If
28 Respondent is late in making two (2) or more payments, or fails
to make a full installment payment

1 within thirty (30) days of its due date, then the Department, at
2 its option, may declare the entire balance of the outstanding
3 penalty due and owing. If respondent fails to make any payment
4 timely as provided above, Respondent agrees to pay interest
5 thereon at the rate established pursuant to Health and Safety
6 Code section 25360.1. Respondent further agrees to pay all cost!
7 and attorney's fees incurred by the Department in pursuing the
8 collection of any sums the payment of which becomes delinquent
9 hereunder. Respondent's checks shall be made payable to
10 Department of Toxic Substances Control, and shall be delivered
11 together with the attached Payment Voucher to:

12 Department of Toxic Substances Control
13 Accounting Office
14 1001 I Street
P. O. Box 806
Sacramento, California 95812-0806

15 A photocopy of the check shall be sent:

16 To:

17 Robert Kou, Unit Chief
18 Southern California Branch
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
19 Glendale, California 91201

20 To: Debra Schwartz, Staff Counsel
Office of Legal Counsel
21 Department of Toxic Substances Control
1011 North Grandview Avenue
22 Los Angeles, California 91201

23 8.2 Respondent hereby agrees to send one of its
24 employees to the California Compliance School, Modules I through
25 IV. Attendance of each and every module must be completed and
26 respondent must submit a Certificate of Satisfactory Completion
27 issued by the California Compliance School to the Department
28 within 185 days of the date of this Order. In recognition of

1 this educational investment, the penalty imposed by this Order
2 has been reduced by \$5,000 provided the employee satisfactorily
3 completes the specified modules and the Department receives the
4 Certificate of Satisfactory Completion within 185 days of the
5 effective date of this Order. If Respondent fails to submit the
6 Certificate of Satisfactory Completion as required, the penalty
7 of \$5,000 becomes due and payable within 30 days after the 185
8 day period expires. Once the \$5,000 reduction is removed for the
9 reason stated above, the total penalty due and owing to the
10 Department is \$26,000. The 185-day period may be extended by a
11 Department Branch Chief upon a written request from the
12 Respondent demonstrating good cause.

13 OTHER PROVISIONS

14 9.1. Additional Enforcement Actions: By agreeing to
15 this Order, the Department does not waive the right to take
16 further enforcement actions, except to the extent provided in
17 this Order.

18 9.2. Penalties for Noncompliance: Failure to comply
19 with the terms of this Order may subject Respondent to civil
20 penalties and/or punitive damages for any costs incurred by the
21 Department or other government agencies as a result of such
22 failure, as provided by Health and Safety Code section 25188 and
23 other applicable provisions of law.

24 9.3 Parties Bound: This Order shall apply to and be
25 binding upon Respondent and its officers, directors, agents,
26 receivers, trustees, employees, contractors, consultants,
27 successors, and assignees, including but not limited to
28 individuals, partners, and subsidiary and parent corporations,

1 and upon the Department and any successor agency that may have
2 responsibility for and jurisdiction over the subject matter of
3 this Order.

4 9.4. Effective Date: The effective date of this Order
5 is the date it is signed by the Department.

6 9.5. Integration: This agreement constitutes the
7 entire agreement between the parties and may not be amended,
8 supplemented, or modified, except as provided in this agreement.

9 9.6. Compliance with Waste Discharge Requirements:
10 Respondent shall comply with all applicable waste discharge
11 requirements issued by the State Water Resources Control Board or
12 a California regional water quality control board.

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15 Dated: 10/14/03

Original Signed by Respondent

Respondent

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18 Dated: Oct 14, 2003

Original Signed by Robert Kou

Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control

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